

RFP No: 151001

INVITATION: Sealed proposals, subject to the attached conditions, will be received at this office until October 9, 2015 @ 11:00 a.m. Central Time for the acquisition of the products/services described below for the Mississippi Insurance Department.

Volunteer Firefighter TeleMedicine Services

No Vendor Conference required.

NOTE: THIS RFP CONTAINS MANDATORY REQUIREMENTS TO WHICH NO EXCEPTION MAY BE TAKEN. SEE SECTION VII, ITEM 2, FOR DETAILS.

The Vendor must submit proposals and direct inquiries to:

Kevin Bauder
IT Director
Mississippi Insurance Department
501 North West Street
Jackson, MS 39201
601-359-3569
Kevin.Bauder@mid.ms.gov

To prevent opening by unauthorized individuals, all copies of the proposal must be sealed in the package. The following must be clearly typed on a label affixed to the package in a clearly visible location:

PROPOSAL, SUBMITTED IN RESPONSE TO
RFP #151001
due October 9, 2015 @ 11:00 a.m.,
ATTENTION: Kevin Bauder

This is a pilot project initiated by the state of Mississippi. It is not a federal program and is not related to the Affordable Care Act.

Mike Chaney
Commissioner, Mississippi Insurance Department

Mississippi Insurance Department (MID) RFP Response Checklist

RFP Response Checklist: These items should be included in your response to RFP No. 151001.

- 1) One clearly marked original response and nine (9) identical copy/copies of the complete proposal. Label the front and spine of the three-ring loose-leaf binder with the Vendor name and RFP number. Include the items listed below inside the binder. Please DO NOT include a copy of the RFP in the binder. Also submit one electronic copy of the complete proposal including all sections in Microsoft Word format with Exhibits in Microsoft Word or portable document format (PDF) to the following address RFPSubmittals@mid.ms.gov.
- 2) *Submission Cover Sheet*, signed and dated. (Section I)
- 3) *Proposal Bond*, if applicable (Section I)
- 4) *Proposal Exception Summary*, if applicable (Section V)
- 5) Vendor response to *RFP Questionnaire* (Section VI)
- 6) Point-by-point response to *Technical Specifications* (Section VII)
- 7) Vendor Response to Cost Submission (Section VIII)
- 8) *References* (Section IX)

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SECTION I
SUBMISSION COVER SHEET & CONFIGURATION SUMMARY

Provide the following information regarding the person responsible for the completion of your proposal. This person should also be the person the Mississippi Insurance Department (MID), should contact for questions and/or clarifications.

Name _____ Phone # _____
Address _____ Fax # _____
_____ E-mail _____

Subject to acceptance by MID, the Vendor acknowledges that by submitting a proposal AND signing in the space indicated below, the Vendor is contractually obligated to comply with all items in this Request for Proposal (RFP), including the Standard Contract in Exhibit A and Business Associate Agreement in Exhibit B, except those listed as exceptions on the *Proposal Exception Summary Form*. If no *Proposal Exception Summary Form* is included the Vendor is indicating that he takes no exceptions. This acknowledgement also contractually obligates any and all subcontractors that may be proposed. Vendors who sign below may not later take exception to any point during contract negotiations. The Vendor further certifies that the company represented here is an authorized dealer in good standing of the products/services included in this proposal and is registered with the Mississippi Secretary of State to do business in the state of Mississippi.

_____/_____
Original signature of Officer in Bind of Company/Date

Name (typed or printed) _____
Title _____
Company name _____
Physical address _____
State of Incorporation _____

CONFIGURATION SUMMARY

The Vendor must provide a summary of the main components of products/services offered in this proposal using 100 words or less.

PROPOSAL BONDS

A Proposal Bond is not required for this procurement.

SECTION II PROPOSAL SUBMISSION REQUIREMENTS

The objective of the Proposal Submission Requirements section is to provide Vendors with the information required to submit a response to this Request for Proposal (RFP). A Vendor who has responded to previous RFPs issued by MID should not assume that the requirements are the same, as changes may have been made.

1. Failure to follow any instruction within this RFP may, at the State's sole discretion, result in the disqualification of the Vendor's proposal.
2. The State has no obligation to locate or acknowledge any information in the Vendor's proposal that is not presented under the appropriate outline according to these instructions and in the proper location.
3. The Vendor's proposal must be received as directed in Para. 9. below by the date and time specified. MID is not responsible for any delays in delivery or expenses for the development or delivery of proposals. Any proposal received after proposal opening time will be returned unopened. Any proposal received with insufficient postage will be returned unopened.
4. Proposals or alterations by fax, e-mail, or phone will not be accepted.
5. Original signatures are required on one copy of the Submission Cover Sheet and Configuration Summary, and the Vendor's original submission must be clearly identified as the original.
6. MID reserves the right to reject any proposals, including those with exceptions, prior to and at any time during negotiations.
7. MID reserves the right to waive any defect or irregularity in any proposal procedure.
8. The Vendor may intersperse their response following each RFP specification but must not otherwise alter or rekey any of the original text of this RFP. If the State determines that the Vendor has altered any language in the original RFP, the State may, in its sole discretion, disqualify the Vendor from further consideration. The RFP issued by MID is the official version and will supersede any conflicting RFP language submitted by the Vendor.
9. The Vendor must conform to the following standards in the preparation of the Vendor's proposal:
 - 9.1 The Vendor is required to submit one clearly marked original response and nine (9) identical copies of the complete proposal, including all sections and exhibits, in three-ring binders. Also submit one electronic copy of the complete proposal including all sections in Microsoft Word format with Exhibits in Microsoft Word or portable document format (PDF) to the following address RFPSubmittals@mid.ms.gov. The electronic copy will be considered the official response in evaluating responses for scoring, protest resolution and public posting.
 - 9.2 To prevent opening by unauthorized individuals, all copies of the proposal must be sealed in the package. A label containing the information from this RFP cover page must be clearly typed and affixed to the package in a clearly visible location.

- 9.3 Number each page of the proposal.
 - 9.4 Respond to the sections and exhibits in the same order as this RFP.
 - 9.5 Label and tab the responses to each section and exhibit, using the corresponding headings from the RFP.
 - 9.6 If the Vendor does not agree with any item in any section, then the Vendor must list the item on the *Proposal Exception Summary Form*. (See Section V for additional instructions regarding Vendor exceptions.)
 - 9.7 Occasionally an outline point in an attachment requests information which is not applicable to the products/services proposed. If the Vendor is certain the point does not apply to the given RFP, the Vendor should respond with "NOT APPLICABLE."
 - 9.8 Where an outline point asks a question or requests information, the Vendor must respond with the specific answer or information requested.
 - 9.9 When an outline point/attachment is a statement provided for the Vendor's information only, the Vendor need only read that point. The Vendor acknowledges having read and accepting, or taking exception to, all sections by signing the *Submission Cover Sheet* and providing a *Proposal Exception Summary Form*.
 - 9.10 Where a minimum requirement has been identified, respond by stating the item (e.g., device name/model number, guaranteed response time) proposed and how it will meet the specifications.
 - 9.11 The Vendor must fully respond to each requirement within the *Technical Specifications* by fully describing the manner and degree by which the proposal meets or exceeds said requirements.
10. Cost, Pricing and Capitation
- 10.1 The Vendor must complete the *Cost Information Submission* in this RFP, which outlines the minimum requirements for providing cost information. The Vendor should supply supporting details as described in the *Cost Information Submission*.
 - 10.2 The Vendor should identify all costs associated with any item or series of items in this RFP. The Vendor must include and complete all parts of the cost proposal in a clear and accurate manner. Omissions, errors, misrepresentations, or inadequate details in the Vendor's cost proposal may be grounds for rejection of the Vendor's proposal. Costs that are not clearly identified will be borne by the Vendor.
 - 10.3 MID requests the pricing associated with this RFP be a firm proposal price that must remain open and in effect for a period of not less than 180 days from the

proposal due date as well as any extensions agreed to in the course of contract negotiations.

- 10.3 The contract resulting from the RFP will be a one year capitation contract based on a fixed or stipulated population which reflects the expected population total for the term of the contract. There will be a one-time payment by all participants which will be the same rate regardless of when they join the contract.
 - 10.4 Firefighters who join after the initial period will pay the same fee for the remainder of the contract term as those who joined at contract commencement. Any State payment will match the pro-rated amount up to the maximum amount available. See Section VII, Para. 7.
 - 10.5 The capitation rate is intended to cover all health care related costs for services that are described in the technical requirements section of this RFP. Total cost and fees are to be documented on the pricing matrix included in the RFP.
- 11. MID reserves the right to request additional information or clarification of a Vendor's proposal. The Vendor's cooperation during the evaluation process in providing MID staff with adequate responses to requests for clarification will be considered a factor in the evaluation of the Vendor's overall responsiveness. Lack of such cooperation or failure to provide the information in the manner required may, at the State's discretion, result in the disqualification of the Vendor's proposal.
 - 12. Unsolicited clarifications and updates submitted after the deadline for proposals will be accepted or rejected at the sole discretion of MID.
 - 13. Unsolicited clarifications in the evaluation and selection of lowest and best proposal will be considered only if all the following conditions are met:
 - 13.1 A clarification to a proposal that includes a newly announced product line or service with equal or additional capability to be provided at or less than the proposed price will be considered.
 - 13.2 Information provided must be in effect nationally and have been formally and publicly announced through a news medium that the Vendor normally uses to convey customer information.
 - 13.3 Clarifications must be received early enough in the evaluation process to allow adequate time for re-evaluation.
 - 13.4 The Vendor must follow procedures outlined herein for submitting updates and clarifications.
 - 13.5 The Vendor must submit a statement outlining the circumstances for the clarification.
 - 13.6 The Vendor must submit one clearly marked original and nine (9) copies of the clarification along with an electronic copy in Microsoft Word or portable document format (PDF) submitted to:

RFPSubmittals@mid.ms.gov

- 13.7 The Vendor must be specific about which part of the original proposal is being changed by the clarification (i.e., must include exact RFP reference to section and outline point).

14. Communications with State.

From the issue date of this RFP until a Vendor is selected and the selection is announced, responding Vendors or their representatives may not communicate, either orally or in writing regarding this RFP with any statewide elected official, state officer or employee, member of the legislature or legislative employee except as noted herein. To ensure equal treatment for each responding Vendor, all questions regarding this RFP must be submitted in writing to the State's contact person for the selection process, and not later than the last date for accepting responding Vendor questions provided in this RFP. All such questions will be answered officially by the State in writing. All such questions and answers will become addenda to this RFP, and they will be posted to the MID web site. Vendors failing to comply with this requirement will be subject to disqualification.

- 14.1 Questions should be submitted to:

RFPQuestions@mid.ms.gov

- 14.2 Vendor may consult with State representatives as designated by the State's contact person identified in 14.1 above in response to State-initiated inquiries. Vendor may consult with State representatives during scheduled oral presentations and demonstrations excluding site visits.

SECTION III VENDOR INFORMATION

The objective of the Vendor Information section of this RFP is to provide Vendors with information required to respond to the RFP successfully.

1. Interchangeable Designations

The terms "Vendor" and "Contractor" are referenced throughout this RFP. Generally, references to the "Vendor" are used in conjunction with the proposing organization and procurement process leading up to the final RFP selection and award. The term "Contractor" denotes the role assumed, post-award, by the winning Vendor. Additionally, the terms "State of Mississippi," "State" or "MID" may be used interchangeably throughout this RFP to denote the political entity issuing the RFP and requesting responses from Vendors throughout these specifications.

2. Vendor's Responsibility to Examine RFP

Vendors must examine all documents, forms, specifications, standard provisions, and instructions.

3. Proposal as Property of State

All written proposal material becomes the property of the State of Mississippi.

4. Written Amendment to RFP

4.1 Any interpretation of an MID RFP will be made by written amendment only. The State will not be responsible for any other explanation of this RFP. A copy of any amendment will be posted on the MID website, together with the associated RFP specification. Vendors are required to check the MID website periodically for RFP amendments before the proposal opening date at:

www.mid.ms.gov/vftms

4.2 Any and all amendments will be posted no later than noon, seven days prior to the proposal opening date listed on the cover page of this RFP. If you are unable to access the MID website, you may contact the MID technology consultant listed on page one of this RFP and request a copy.

5. Oral Communications Not Binding

Only transactions which are in writing from MID may be considered official. No negotiations, decisions, or actions shall be executed by any Vendor as a result of any discussions with any State employee.

6. Vendor's Responsibility for Delivery

Vendors must ensure, through reasonable and sufficient follow-up, proper compliance with, and fulfillment of all schedules and deliverables specified within the body of this RFP. The State will not be responsible for the failure of any delivery medium for submission of information to or from the Vendor, including but not limited to, public and private carriers, U.S. mail, Internet Service Providers, facsimile, or e-mail.

7. **Evaluation Criteria**

The State's intent in issuing this RFP is to award a contract to the lowest and best responsive Vendor who meets the specifications considering price and other factors. The Vendor's past performance, cooperation, and ability to provide service and training are general factors that will be weighed in the selection process. More specific information concerning evaluation criteria is presented in *Technical Specifications*.
8. **Multiple Awards**

MID reserves the right to make multiple awards.
9. **Right to Award in Whole or Part**

MID reserves the right to approve an award by individual items or in total whichever is deemed to be in the best interest of the State of Mississippi.
10. **Right to Use Proposals in Future Projects**

MID reserves the right to evaluate the awarded proposal from this RFP, including all products and services proposed therein, along with the resulting contractual terms, for possible use in future projects if (a) it is deemed to be in the best interest of the State to do so; and (b) the Vendor is willing to extend a cost less than or equal to that specified in the awarded proposal and resulting contract. A decision concerning the utilization of a Vendor's proposal for future projects is solely at the discretion of the State and requires the agreement of the proposing Vendor. The State's decision to reuse an awarded proposal will be based upon such criteria as: (1) the customer's business requirements; (2) elapsed time since the award of the original project; and/or (3) research on changes in the Vendor, market, and technical environments since the initial award.
11. **Price Changes During Award or Renewal Period**

A price increase will not be accepted during the award period or the renewal period, unless stipulated in the contract. However, the State will always take advantage of price decreases.
12. **Right to Request Information**

The State reserves the right to request information relative to a Vendor's references and financial status and to visit a Vendor's facilities during normal working hours. The State also reserves the right to request a current financial statement, prepared and certified by an independent auditing firm, and reserves the right to require that Vendors document their financial ability to provide the products and services proposed up to the total dollar amount of the Vendor's cost proposal. The State reserves the right to request information about the Vendor from any previous customer of the Vendor even if that customer is not included in the Vendor's list of references.
13. **Vendor Personnel**

For RFPs including professional services specifications, the Vendor will be required to provide and/or certify the following for each individual included in the Vendor's proposal:

 - 13.1 A direct telephone number at which the individual may be contacted for a telephone interview. The State will pay toll charges in the continental United States. The Vendor must arrange a toll-free number for all other calls.

- 13.2 That, if onsite interviews are required, the individual can be at the specified location in Mississippi within the timeframe specified. All costs associated with onsite interviews will be the responsibility of the Vendor.
- 13.3 That the individual is proficient in spoken and written English;
- 13.4 That the individual is a U.S. citizen or that the individual meets and will maintain employment eligibility requirements in compliance with all INS regulations. The Vendor must provide evidence of identification and employment eligibility prior to the award of a contract that includes any personnel who are not U. S. citizens.
- 13.5 That the personnel assigned to a project will remain a part of the project throughout the duration of the contract as long as the personnel are employed by the Vendor, unless replaced by the Vendor at the request of the State. This requirement includes the responsibility for ensuring all non-citizens maintain current INS eligibility throughout the duration of the contract.

14. **Vendor Imposed Constraints**

The Vendor must specifically document what limitations, if any, exist in working with any other Contractor acting in the capacity of the State's business partner, subcontractor or agent who may be managing any present or future projects; performing quality assurance; integrating the Vendor's software; and/or providing web-hosting, hardware, networking or other processing services on the State's behalf. The project relationship may be based on roles as either equal peers; supervisory – subordinate; or subordinate – supervisory, as determined by the State. The State recognizes that the Vendor may have trade secrets, intellectual property and/or business relationships that may be subject to its corporate policies or agreements. The State must understand these issues in order to decide to what degree they may impact the State's ability to conduct business for this project. These considerations will be incorporated accordingly into the proposal evaluation and selection process. The understanding reached between the Vendor and the State with regard to this business relationship precludes the Vendor from imposing any subsequent limitations of this type in future project undertakings by the State.

15. **Best and Final Offer**

The State reserves the right to solicit Best and Final Offers (BAFOs) from Vendors, principally in situations in which proposal costs eclipse available funding or the State believes none of the competing proposals presents a Best Value (lowest and best proposal) opportunity. Because of the time and expense incurred by both the Vendor community and the State, BAFOs are not routinely conducted. Vendors should offer their best pricing with the initial solicitation. Situations warranting solicitation of a BAFO will be considered an exceptional practice for any procurement. Vendors that remain in a competitive range within an evaluation may be requested to tender Best and Final Offers, at the sole discretion of the State. All such Vendors will be provided an equal opportunity to respond with a Best and Final Offer under a procedure to be defined by the State that encompasses the specific, refined needs of a project, as part of the BAFO solicitation. The State may re-evaluate and amend the original project specifications should it be deemed necessary in order to improve the opportunity for

attaining Best Value scenarios from among the remaining competing Vendors. All BAFO proceedings will be uniformly conducted, in writing and subject to solicitation by the State and receipt from the Vendors under a precise schedule.

16. **Restriction on Advertising**

The Vendor must receive written approval from MID before advertising or referencing the award of the contract or the services being provided. The Vendor must agree not to refer to awards in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the State of Mississippi.

17. **Rights Reserved to Use Existing Product Contracts**

The State reserves the right on turnkey projects to secure certain products from other existing MID contracts if it is in its best interest to do so. If this option is exercised, then the awarded Vendor must be willing to integrate the acquisition and implementation of such products within the schedule and system under contract.

18. **Additional Information to be Included**

In addition to answering each specification within this RFP, the Vendor must include complete product/service information, including product pictorials and technical/descriptive literature relative to any product/service offered with the proposal. Information submitted must be sufficiently detailed to substantiate that the products/services offered meet or exceed specifications.

19. **Valid Contract Required to Begin Work**

The successful Vendor should not commence any billable work until a valid contract has been executed. Any work done by the successful Vendor prior to the execution of the contract is done at the Vendor's sole risk. The State is under no obligation to pay for work done prior to the execution of a contract. Notice to begin work is contingent upon receipt by the winning Vendor of a purchase order or formal written "Notice to Proceed" letter from the acquiring State entity.

SECTION IV LEGAL AND CONTRACTUAL INFORMATION

The objective of the *Legal and Contractual Information* section is to provide Vendors with information required to complete a contract or agreement with MID successfully.

1. **Acknowledgment Precludes Later Exception**

By signing the *Submission Cover Sheet*, the Vendor is contractually obligated to comply with all items in this RFP, including the *Standard Contract* in Exhibit A and Business Associate Agreement in Exhibit B, except those specifically listed as exceptions on the *Proposal Exception Summary Form*. If no *Proposal Exception Summary Form* is included, the Vendor is indicating that he takes no exceptions. Vendors who respond to this RFP by signing the *Submission Cover Sheet* may not later take exception to any item in the RFP during contract negotiations. This acknowledgement also contractually obligates any and all subcontractors that may be proposed. No exceptions by subcontractors or separate terms and conditions will be entertained after the fact.

2. **Failure to Respond as Prescribed**

Failure to respond as described in Section II: *Proposal Submission Requirements* to any item in the sections and exhibits of this RFP, including the *Standard Contract*, Exhibit A, and Business Associate Agreement, Exhibit B, shall contractually obligate the Vendor to comply with that item.

3. **Contract Documents**

MID will be responsible for all document creation and editorial control over all contractual documentation related to each procurement project. The following documents will normally be included in all contracts between MID and the Vendor:

- 3.1 The *Proposal Exception Summary Form* as accepted by MID;
- 3.2 Contracts which have been signed by the Vendor and MID;
- 3.3 MID's Request for Proposal, including all addenda;
- 3.4 Official written correspondence from MID to the Vendor;
- 3.5 Official written correspondence from the Vendor to MID when clarifying the Vendor's proposal; and
- 3.6 The Vendor's proposal response to the MID RFP.

4. **Order of Precedence**

When a conflict arises regarding contract intent due to conflicting statements in documents included in the contract, the order of precedence of each document is as listed above unless modification of order is negotiated and agreed upon by both MID and the winning Vendor.

5. **Additional Contract Provisions**

The contract will also include such additional provisions, which are not inconsistent or incompatible with the material terms of this RFP, as may be agreed upon by the parties. All of the foregoing shall be in such form and substance as prescribed by the State.

6. **Mandatory Legal Provisions**

- 6.1 The State of Mississippi is self-insured; all requirements for the purchase of casualty or liability insurance are deleted.
- 6.2 Any provisions disclaiming implied warranties shall be null and void. See MCA Sections 11-7-18 and 75-2-719(4). The Vendor shall not disclaim the implied warranties of merchantability and fitness for a particular purpose.
- 6.3 The Vendor shall have no limitation on liability for claims related to the following items:
 - 6.3.1 Infringement issues;
 - 6.3.2 Bodily injury;
 - 6.3.3 Death;
 - 6.3.4 Physical damage to tangible personal and/or real property; and/or
 - 6.3.5 The intentional and willful misconduct or negligent acts of the Vendor and/or Vendor's employees or subcontractors.
- 6.4 All requirements that the State pay interest (other than in connection with lease-purchase contracts not exceeding five years) are deleted.
- 6.5 Any contract negotiated under this RFP will be governed by and construed according to the laws of the State of Mississippi. Venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi.
- 6.6 Any contract negotiated under this RFP is cancelable in the event the funding authority does not appropriate funds. Notice requirements to Vendor cannot exceed sixty (60) days.
- 6.7 The State of Mississippi does not waive its sovereign immunities or defenses as provided by law by entering into this contract with the Vendor, Vendor agents, subcontractors, or assignees.
- 6.8 The State will deliver payments to the Vendor within forty-five (45) days after receipt of invoice and receipt, inspection, and approval of Vendor's products/services. No late charges will exceed 1.5% per month on any unpaid balance from the expiration of said period until payment is delivered. See MCA Section 31-7-305. Seller understands and agrees that Purchaser is exempt from the payment of taxes.

- 6.9 The State shall not pay any attorney's fees, prejudgment interest or the cost of legal action to or for the Vendor.
7. **Approved Contract**
- 7.1 Award of Contract - A contract is considered to be awarded to a vendor once the vendor's offering has been approved as lowest and best proposal through:
- 7.1.1 Written notification made to vendors on MID letterhead, or
- 7.1.2 Notification posted to the MID website for the project.
- 7.2 A contract is not deemed final until five (5) working days after either the award of contract or post procurement review, as stipulated in the ITS Protest Procedure and Policy. In the event of a valid protest, the State may, at its sole discretion, continue the procurement or stay the procurement in accordance with the ITS Protest Procedure and Policy. If the procurement is stayed, the contract is not deemed final until the protest is resolved.
8. **Contract Validity**
All contracts are valid only if signed by the Commissioner of Insurance .
9. **Order of Contract Execution**
Vendors will be required to sign contracts and to initial all contract changes before the Commissioner of Insurance signs.
10. **Availability of Funds**
All contracts are subject to availability of funds of the acquiring State entity and are contingent upon receipt by the winning Vendor of a purchase order or formal written "Notice to Proceed" letter from the acquiring State entity.
11. **Requirement for Electronic Payment and Invoicing**
- 11.1 Payments to the awarded Vendor for all goods and services acquired under this RFP by state agencies that make payments through the Mississippi State Government's Enterprise Resource Planning (ERP) solution ("MAGIC") will be made electronically, via deposit to the bank account of the Vendor's choice. The awarded Vendor must enroll and be activated in PayMode™, the State's current vehicle for sending and receiving electronic payments, prior to receiving any payments from state agencies. There is no charge for a Vendor to enroll or receive payments via PayMode. For additional information on PayMode, including registration instructions, Vendors should visit the following website: <http://portal.paymode.com/ms/>. Vendors may also request assistance from the Mississippi Management and Reporting System (MMRS) Call Center regarding PayMode registration by contacting mash@dfa.ms.gov.
- 11.2 For state agencies that make payments through MAGIC, the awarded Vendor is required to submit electronically all invoices for goods and

services acquired under this RFP, along with appropriate supporting documentation, as directed by the State.

- 11.3 Items 11.1 and 11.2 only apply to state agencies that make payments through MAGIC. Payments and invoices for all other entities will conform to their standard methods of payment to contractors.

12. Time For Negotiations

- 12.1 All contractual issues must be successfully negotiated within fifteen (15) working days from the Vendor's initial receipt of the project contract from MID, unless MID consents to extend the period. Failure to complete negotiations within the stated time period constitutes grounds for rejection of the Vendor's response to this RFP. MID may withdraw the proposal award and begin negotiations with the next ranked Vendor immediately or pursue any other option.
- 12.2 Negotiations shall be limited to items to which the Vendor has noted as exceptions on their *Proposal Exception Summary Form*, as well as any new items that the State may require. All contract changes requested by the Vendor related to such exceptions noted in Vendor's proposal shall be submitted three (3) working days prior to scheduled negotiations, unless MID consents to a different period.

13. Prime Contractor

The selected Vendor will be designated the prime contractor in the proposal, and as such, shall be solely responsible for all products/services offered in the proposal and for the fulfillment of the contract with the State.

14. Sole Point of Contact

MID will consider the selected Vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

- 14.1 The Vendor must acknowledge and agree that in matters of proposals, clarifications, negotiations, contracts and resolution of issues and/or disputes, the Vendor represents all contractors, third parties and/or subcontractors the Vendor has assembled for this project. The Vendor's commitments are binding on all such parties and consequently the State is only required to negotiate with the Vendor.
- 14.2 Furthermore, the Vendor acknowledges and agrees to pass all rights and/or services related to all general consulting, services leasing, software licensing, warranties, hardware maintenance and/or software support to the State from any contractor, third party or subcontractor without the State having to negotiate separately or individually with any such parties for these terms or conditions.
- 14.3 Should a proposing Vendor wish to assign payment of any or all charges resulting from this contract to a third party, Vendor must disclose that fact in his/her proposal, along with the third party's name, address, nature of business, and relationship to the proposing Vendor, the reason for and

purpose of the assignment, and all conditions of the assignment, including but not limited to a copy of an assignment document to be executed by the State, the Vendor, and the third party. Such assignments will be accepted or rejected at the sole discretion of the State. Vendor must clearly and definitively state in his/her proposal whether the proposal is contingent upon the requested assignment of payments. Whenever any assignment of payment is requested, the proposal, contract, and assignment document must include language specifically guaranteeing that the proposing Vendor is solely and fully liable and responsible for the performance of its obligations under the subject contract. No assignment of payment will be considered at the time of purchase unless such assignment was fully disclosed in the Vendor's proposal and subsequently accepted by the State.

15. **MID Approval of Subcontractor Required**

Unless provided in the contract, the Vendor shall not contract with any other party for furnishing any of the contracted work or services without the consent, guidance, and written approval of the State. MID reserves the right of refusal and the right to request replacement of a subcontractor due to unacceptable work or conduct. This provision should not be interpreted as requiring the approval of individual contracts of employment between the Vendor and personnel assigned for services under the contract.

16. **Inclusion of Subcontract Agreements**

Copies of any agreements to be executed between the Vendor and any subcontractors must be included in the Vendor's proposal.

17. **Negotiations with Subcontractor**

In order to protect the State's interest, MID reserves the right to attempt to resolve the contractual disagreements that may arise between the Vendor and its subcontractor after award of the contract.

18. **References to Vendor to Include Subcontractor**

All references in the RFP to "Vendor" shall be construed to encompass both the Vendor and its subcontractors.

19. **Outstanding Vendor Obligations**

19.1 Any Vendor who presently owes the State of Mississippi money pursuant to any contract for which MID is the contracting agent and who has received written notification from MID regarding the monies owed, must submit, with the proposal, a certified check in the amount due and owing in order for the proposal in response to this RFP to be considered. For a Vendor currently in bankruptcy as of the RFP submission date, this requirement is met, if and only if, the State has an active petition before the appropriate bankruptcy court for recovery of the full dollar amount presently owed to the State of Mississippi by that Vendor. If the Vendor has emerged from bankruptcy by the RFP submission date, the Vendor must pay in full any amount due and owing to the State, as directed in the court-approved reorganization plan, prior to any proposal being considered.

- 19.2 Any Vendor who is presently in default on existing contracts for which the State is the contracting agent, or who otherwise is delinquent in the performance of any such contracted obligations, is in the sole judgment of the State required to make arrangement for fulfilling outstanding obligations to the satisfaction of the State in order for the proposal to be considered.
- 19.3 The State, at its sole discretion, may reject the proposal of a Vendor with any significant outstanding financial or other obligations to the State or who is in bankruptcy at the time of proposal submission.
20. **Equipment Condition**
For all RFPs requiring equipment the Vendor must furnish only new equipment in response to MID specifications, unless an explicit requirement for used equipment is otherwise specified.
21. **Delivery Intervals**
The Vendor's proposal must specify in the *Cost Information Submission* and in response to any specific instructions in the *Technical Specifications* delivery and installation intervals after receipt of order.
22. **Pricing Guarantee**
The Vendor must explicitly state in the *Cost Information Submission* and in response to any specific instructions in the *Technical Specifications*, how long the proposal will remain valid. Unless stated to the contrary in the *Technical Specifications* pricing must be guaranteed for a minimum of one hundred and eighty (180) days.
23. **Shipping Charges**
For all RFPs requiring shipment of any product or component all products must be delivered FOB destination to any location within the geographic boundaries of the State with all transportation charges prepaid and included in the RFP proposal or LOC quotation. Destination is the point of use.
24. **Amortization Schedule**
For all RFPs requiring equipment contracts involving the payment of interest must include an amortization schedule clearly documenting the amount of interest payable over the term of the contract.
25. **Americans with Disabilities Act Compliance for Web Development and Portal Related Services**
All Web and Portal development work must be designed and implemented in compliance with the Electronic and Information Technology Accessibility Standards associated with Section 508 of the Rehabilitation Act and with the Web Accessibility Initiative (WAI) of the W3C.
26. **Ownership of Developed Software**
26.1 When specifications require the Vendor to develop software for the State, the Vendor must acknowledge and agree that the State is the sole owner of such developed software with exclusive rights to use, alter, or distribute

the software without restriction. This requirement applies to source code, object code, and documentation.

26.2 The State may be willing to grant the Vendor a nonexclusive license to use the State's software subject to devising acceptable terms and license fees. This requirement is a matter of State Law, and not negotiable.

27. Ownership of Custom Tailored Software

In installations where the Vendor's intellectual property is modified and custom-tailored to meet the needs of the State, the Vendor must offer the State an application license entitling the State to use, and/or alter the software without restriction. These requirements apply to source code, object code and documentation.

28. Terms of Software License

The Vendor acknowledges and agrees that the term of all software licenses provided to the State shall be perpetual unless stated otherwise in the Vendor's proposal.

29. The State is Licensee of Record

The Vendor must not bypass the software contracting phase of a project by licensing project software intended for State use in its company name. Upon award of a project, the Vendor must ensure that the State is properly licensed for all software that is proposed for use in a project.

30. Compliance with Enterprise Security Policy

Any solution proposed in response to this RFP must be in compliance with the State of Mississippi's Enterprise Security Policy. The Enterprise Security Policy is based on industry-standard best practices, policy, and guidelines and covers the following topics: web servers, email, virus prevention, firewalls, data encryption, remote access, passwords, servers, physical access, traffic restrictions, wireless, laptop and mobile devices, disposal of hardware/media, and application assessment/certification. Given that information security is an evolving technology practice, the State reserves the right to introduce new policy during the term of the contract resulting from this RFP and require the Vendor to comply with same in the event the industry introduces more secure, robust solutions or practices that facilitate a more secure posture for the State of Mississippi.

The Enterprise Security Policy is available to third parties on a need-to-know basis and requires the execution of a non-disclosure agreement prior to accessing the policy. The Vendor may request individual sections of the Enterprise Security Policy or request the entire document. The instructions for acquiring the State of Mississippi Enterprise Security Policy can be found at the link below.

<http://www.its.ms.gov/Services/Pages/ENTERPRISE-SECURITY-POLICY.aspx>

33. Negotiating with Next-Ranked Vendor

Should the State cease doing business with any Vendor selected via this RFP process, for any reason, the State reserves the right to initiate negotiations with the next ranked Vendor.

34. Disclosure of Proposal Information

Vendors should be aware that any information in a proposal may be subject to disclosure or reproduction under the Mississippi Public Records Act of 1983, defined in MCA Section 25-61-1 et seq.. All disclosures of proposal information will be made in compliance with the Public Records Act and MID regulations established in accordance with the Mississippi Public Records Act.

As outlined in the Third Party Information section of the Public Records Act procedures, MID will give written notice to any affected Vendor of a request to view or reproduce the Vendor's proposal or portion thereof. MID will not, however, give such notice with respect to summary information prepared in connection with the State's review or evaluation of a Vendor's proposal, including, but not limited to, written presentations to MID or other approving bodies, and/or similar written documentation prepared for the project file. In addition, MID will not provide third-party notice for requests for any contract executed as a result of this RFP.

Summary information and contract terms, as defined above, become the property of MID, who has the right to reproduce or distribute this information without notification.

Vendors should further be aware that requests for disclosure of proposal information are sometimes received by MID significantly after the proposal opening date. MID will notify the signatory "Officer in Bind of Company" provided in Section I of this RFP for Notification of Public Records Requests in the event information is requested that your company might wish to consider protecting as a trade secret or as confidential commercial or financial information. If the "Officer in Bind of Company" should not be used for notification of public records requests, Vendor should provide the alternative contact information in response to this RFP item.

35. **Risk Factors to be Assessed**

The State will assess risk factors that may initially exist within a given procurement and that may develop over the course of a procurement process as facts become known. The State, at its sole discretion, may employ the following mechanisms in mitigating these risks: proposal bonding, performance bonding, progress payment plan with retainage, inclusion of liquidated damages, and withholding payment for all portions of the products/services acquired until final acceptance. The Vendor must agree to incorporate any or all of the above terms and conditions into the customer agreement.

36. **Proposal Bond**

The Vendor is not required to include a proposal bond with its RFP proposal.

37. **Performance Bond/Irrevocable Bank Letter of Credit**

The Vendor is not required to include the price of a performance bond or irrevocable bank letter of credit with its RFP proposal. The cost of the bond or letter of credit may be shown as a separate line item in the *Cost Information Submission*. Any performance bond or letter of credit must be procured at the Vendor's expense prior to the execution of the contract and may be invoiced to MID after contract initiation only if itemized in the *Cost Information Submission* and in the executed contract. **The final decision as to the requirement for a Performance Bond or Irrevocable Bank Letter of Credit will be made upon contract award and is at the State's sole discretion.**

If a Performance Bond /Irrevocable Bank Letter of Credit is required, the Vendor must procure and submit to MID, on behalf of MID, with the executed contract, (a) a performance bond from a reliable surety company authorized to do business in the State of Mississippi or (b) an irrevocable bank letter of credit that is acceptable to the State. The Performance Bond or the Irrevocable Letter of Credit shall be for the total amount of the contract or an amount mutually agreed upon by the State and the successful Vendor and shall be payable to MID, to be held by the Mississippi Department of Information Technology Services. No contract resulting from this RFP will be valid until the required Performance Bond or Irrevocable Bank Letter of Credit has been received and found to be in proper form and amount. The Vendor agrees that the State has the right to request payment for a partial amount or the full amount of the Irrevocable Letter of Credit/Performance bond should the products/services being procured hereunder not be provided in a manner consistent with this RFP and the Vendor's proposal by the delivery dates agreed upon by the parties. The State may demand payment by contacting the bank issuing the letter of credit or the bonding company issuing the performance bond and making a written request for full or partial payment. The issuing bank/bonding company is required to honor any demand for payment from the State within fifteen (15) days of notification. The letter of credit/performance bond shall cover the entire contract period, with the exception of post-warranty maintenance and support, and shall not be released until final acceptance of all products and deliverables required herein or until the warranty period, if any, has expired, whichever occurs last. If applicable, and at the State's sole discretion, the State may, at any time during the warranty period, review Vendor's performance and performance of the products/services delivered and determine that the letter of credit/performance bond may be reduced or released prior to expiration of the full warranty period.

38. Responsibility for Behavior of Vendor Employees/Subcontractors

The Vendor will be responsible for the behavior of all its employees and subcontractors while on the premises of any State agency or institution. Any Vendor employee or subcontractor acting in a manner determined by the administration of any State agency or institution to be detrimental, abusive, or offensive to any of the staff or student body of any State agency or institution will be asked to leave the premises and can be suspended from further work on the premises.

39. Protests

The Executive Director of ITS and/or the Board Members of ITS or their designees shall have the authority to resolve Vendor protests in connection with the selection for award of a contract. Copies of the protest procedures are available on the ITS Internet site - ITS Protest Procedure and Policy, Section 019-020, ITS Procurement Handbook at:

<http://www.its.ms.gov/Procurement/Documents/ISS%20Procurement%20Manual.pdf#page=171> or from ITS upon request.

40. Protest Bond

Potential Vendors may protest any of the specifications of this RFP on the belief that the specification is unlawful, unduly restrictive, or unjustifiably restraining to competition. Any such protest must be in writing and submitted to the ITS Executive Director along with the appropriate protest bond within five (5) working days of the Official Release of the RFP, as defined in the ITS Protest Procedure and Policy. The outside of the

envelope must be marked "Protest" and must specify RFP number **151001**.

As a condition precedent to filing any protest related to this procurement, the Vendor must procure, submit to the ITS Executive Director with its written protest, and maintain in effect at all times during the course of the protest or appeal thereof, a protest bond in the full amount of the total estimated project lifecycle cost or \$250,000.00, whichever is less. The total estimated project lifecycle cost will be the amount used by ITS in the computation of cost points, as the low cost in the denominator of the cost evaluation formula. The bond shall be accompanied by a duly authenticated or certified document evidencing that the person executing the bond is a licensed Mississippi agent for the bonding company. This certified document shall identify the name and address of the person or entity holding the protest bond and shall identify a contact person to be notified in the event that the State is required to take action against the bond. The protest bond shall not be released to the protesting Vendor until the protest is finally resolved and the time for appealing said protest has expired. The protest bond shall be procured at the protesting Vendor's expense and be payable to the Mississippi Department of Information Technology Services. Prior to approval of the protest bond, ITS reserves the right to review the protest bond and require the protesting Vendor to substitute an acceptable bond in such form as the State may reasonably require. The premiums on such bond shall be paid by the protesting Vendor. The State may claim against the protest bond as specified in MCA Section 25-53-5(n), in addition to all other rights and remedies the State may have at law or in equity.

Should the written protest submitted by the Vendor fail to comply with the content requirements of ITS' protest procedure and policy, fail to be submitted within the prescribed time limits, or fail to have the appropriate protest bond accompany it, the protest will be summarily dismissed by the ITS Executive Director.

41. Mississippi Employment Protection Act

Effective July 1, 2008, Vendor acknowledges that if awarded, it will ensure its compliance with the Mississippi Employment Protection Act, MCA Section 71-11-1, et seq., and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Vendor will agree to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State.

Vendor acknowledges and certifies that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi.

Vendor acknowledges that violating the E-Verify Program (or successor thereto) requirements subjects Vendor to the following: (a) cancellation of any state or public contract and ineligibility for any state or public contract for up to three (3) years, with notice of such cancellation being made public, or (b) the loss of any license, permit, certification or other document granted to Vendor by an agency, department or

governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. Vendor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

SECTION V PROPOSAL EXCEPTIONS

Please return the *Proposal Exception Summary Form* at the end of this section with all exceptions to items in any Section of this RFP listed and clearly explained or state “No Exceptions Taken.” If no *Proposal Exception Summary Form* is included, the Vendor is indicating that he takes no exceptions to any item in this RFP document.

1. Unless specifically disallowed on any specification herein, the Vendor may take exception to any point within this RFP, including a specification denoted with “shall” or “must,” as long as the following are true:
 - 1.1 The specification is not a matter of State law;
 - 1.2 The proposal still meets the intent of the RFP;
 - 1.3 A *Proposal Exception Summary Form* is included with Vendor’s proposal;
and
 - 1.4 The exception is clearly explained, along with any alternative or substitution the Vendor proposes to address the intent of the specification, on the *Proposal Exception Summary Form*.

2. The Vendor has no liability to provide items to which an exception has been taken. MID has no obligation to accept any exception. During the proposal evaluation and/or contract negotiation process, the Vendor and MID will discuss each exception and take one of the following actions:
 - 2.1 The Vendor will withdraw the exception and meet the specification in the manner prescribed;
 - 2.2 MID will determine that the exception neither poses significant risk to the project nor undermines the intent of the RFP and will accept the exception;
 - 2.3 MID and the Vendor will agree on compromise language dealing with the exception and will insert same into the contract; or
 - 2.4 None of the above actions is possible, and MID either disqualifies the Vendor’s proposal or withdraws the award and proceeds to the next ranked Vendor.

3. Should MID and the Vendor reach a successful agreement, MID will sign adjacent to each exception which is being accepted or submit a formal written response to the *Proposal Exception Summary* responding to each of the Vendor’s exceptions. The

Proposal Exception Summary, with those exceptions approved by MID, will become a part of any contract on acquisitions made under this RFP.

4. An exception will be accepted or rejected at the sole discretion of the State.
5. The State desires to award this RFP to a Vendor or Vendors with whom there is a high probability of establishing a mutually agreeable contract, substantially within the standard terms and conditions of the State's RFP, including the *Standard Contract* in Exhibit A, if included herein. As such, Vendors whose proposals, in the sole opinion of the State, reflect a substantial number of material exceptions to this RFP, may place themselves at a comparative disadvantage in the evaluation process or risk disqualification of their proposals.
6. For Vendors who have successfully negotiated a contract with MID in the past, MID requests that, prior to taking any exceptions to this RFP, the individual(s) preparing this proposal first confer with other individuals who have previously submitted proposals to MID or participated in contract negotiations with MID on behalf of their company, to ensure the Vendor is consistent in the items to which it takes exception.

PROPOSAL EXCEPTION SUMMARY FORM

List and clearly explain any exceptions, for all RFP Sections and Exhibits, in the table below.

MID RFP Reference	Vendor Proposal Reference	Brief Explanation of Exception	MID Acceptance (sign here only if accepted)
(Reference specific outline point to which exception is taken)	(Page, section, items in Vendor's proposal where exception is explained)	(Short description of exception being made)	
1.			
2.			
3.			
4.			
5.			
6.			
7.			

**SECTION VI
RFP QUESTIONNAIRE**

Please answer each question or provide the information as requested in this section.

1. **Mississippi's Accountability System for Government Information and Collaboration (MAGIC) Information for State of Mississippi Vendor File**

MAGIC Vendor Code: Any Vendor who has not previously done business with the State and has not been assigned a MAGIC Vendor code should visit the following link to register:

https://sus.magic.ms.gov/sap/bc/webdynpro/sapsrm/wda_e_suco_sreg?sap-client=100

Vendors who have previously done business with the State may obtain their MAGIC Vendor code at the following link:

<http://www.mmrs.state.ms.us/vendors/index.shtml>

All Vendors must furnish MID with their MAGIC Vendor code.

MAGIC Vendor Code: _____

Additional Vendor information, including contact information for assistance with MAGIC Vendor codes, can be found at the following link:

<http://www.mmrs.state.ms.us/vendors/index.shtml>

Vendor Self-Certification Form: The State of Mississippi, in an effort to capture participation by minority Vendors, asks that each Vendor review the State of Mississippi Minority Vendor Self Certification Form. This information is for tracking/reporting purposes only, and will not be used in determining which Vendor will be chosen for the project. Any Vendor who can claim status as a Minority Business Enterprise or a Woman Business Enterprise in accordance with the definitions on this form and who has not previously submitted a form to the State of Mississippi should submit the completed form with the proposal. A copy of the Minority Vendor Self-Certification Form can be obtained at:

http://www.mississippi.org/assets/docs/minority/minority_vendor_selfcertform.pdf

Please direct any questions about minority certification in Mississippi to the Minority Business Enterprise Division of the Mississippi Development Authority by telephone at (601) 359-3448 or via email at minority@mississippi.org.

Minority Vendor Self-Certification Form Included: _____
Minority Vendor Self-Certification Form Previously Submitted: _____
Not claiming Minority/Women Business Enterprise Status: _____

2. **Certification of Authority to Sell**

The Vendor must certify Vendor is a seller in good standing, authorized to sell and able to deliver all items and related services proposed in the State of Mississippi in the time frame specified. Does the Vendor make these certifications? (A yes or no answer is required.)

3. **Certification of No Conflict of Interest**

Mississippi law clearly forbids a direct or indirect conflict of interest of a company or its employees, subcontractors, or representatives in selling to the State. The Vendor must answer and/or provide the following:

3.1 Does there exist any possible conflict of interest in the sale of items to any institution within MID jurisdiction or to any governing authority? (A yes or no answer is required.)

3.2 If the possibility of a conflict does exist, provide a list of those institutions or persons and the nature of the conflict on a separate page and include it in your proposal. The Vendor may be precluded from selling to those institutions where a conflict of interest may exist.

4. **Pending Legal Actions**

4.1 Are there any lawsuits or other legal proceedings against the Vendor that pertain to any of the software, hardware, or other materials and/or services which are a part of the Vendor's proposal? (A yes or no answer is required.)

4.2 If so, provide a copy of same and state with specificity the current status of the proceedings.

5. **Non-Disclosure of Social Security Numbers**

The Vendor acknowledge that any information system proposed, developed, or modified under this RFP that disseminates, in any form or manner, information or material that contains the Social Security Number of an individual, has mechanisms in place to prevent the inadvertent disclosure of the individual's Social Security Number to members of the general public or to persons other than those persons who, in the performance of their duties and responsibilities, have a lawful and legitimate need to know the individual's Social Security Number? This acknowledgement is required by MCA Section 25-1-111.

6. **Order and Remit Address**

The Vendor must specify both an order and a remit address:

Order Address:

Remit Address (if different):

7. **Web Amendments**

As stated in Section III, MID will use the MID website to post amendments regarding RFPs before the proposal opening at:

www.mid.ms.gov/vftms

MID may post clarifications until noon seven days prior to the proposal opening date listed on the cover page of this RFP or the posted extension date, if applicable.

Vendors may list any questions or items needing clarification discovered in the week prior to the proposal opening in a written format at the beginning of the proposal binder or in the comment section for the individual offering.

Does the Vendor certify that they have reviewed a copy of the MID amendments for RFPs as above stated? (A yes or no answer is required.)

SECTION VII TECHNICAL SPECIFICATIONS

1. How to Respond to this Section

- 1.1 Beginning with Item 2.1 of this section, label and respond to each outline point in this section as it is labeled in the RFP.
- 1.2 The Vendor must respond with “ACKNOWLEDGED,” “WILL COMPLY” or “AGREED” to each point in this section. In addition, many items in this RFP require detailed and specific responses to provide the requested information. Failure to provide the information requested will result in the Vendor receiving a lower score for that item, or, at the State’s sole discretion, being subject to disqualification.
- 1.3 “ACKNOWLEDGED” should be used when no vendor response or vendor compliance is required. “ACKNOWLEDGED” simply means the vendor is confirming to the State that he read the statement. This is commonly used in the RFP sections where the agency’s current operating environment is described or where general information is being given about the project.
- 1.4 “WILL COMPLY” or “AGREED” are used interchangeably to indicate that the vendor will adhere to the requirement. These terms are used to respond to statements that specify that a vendor or vendor’s proposed solution must comply with a specific item or must perform a certain task.
- 1.5 If the Vendor cannot respond with “ACKNOWLEDGED,” “WILL COMPLY,” or “AGREED,” then the Vendor must respond with “EXCEPTION.” (See Section V, for additional instructions regarding Vendor exceptions.)
- 1.6 Where an outline point asks a question or requests information, the Vendor must respond with the specific answer or information requested.
- 1.7 In addition to the above, Vendor must provide explicit details as to the manner and degree to which the proposal meets or exceeds each specification.

2.1 Mandatory Provisions or No Mandatory Provisions in Technical Requirements for this RFP

2.1 Certain items in the technical specifications of this RFP are MANDATORY. Vendors are specifically disallowed from taking exception to these mandatory requirements, and proposals that do not meet all mandatory requirements are subject to immediate disqualification.

Additional Comments:

- 2.2 Mandatory requirements are those features classified as “M” (Mandatory) in the Requirements Matrix in Section VII, Item 12: *Technical Specifications – Requirements Matrix*. “Meeting a mandatory requirement” means the Vendor is able to respond “E” (exceeds specifications) or “X” (exists in base version of software package).

Additional Comments:

- 2.3 If scheduled, an on-site attendance at the Vendor Conference on is mandatory for any Vendor who intends to submit an RFP response. No exceptions will be granted to this requirement. Any proposal received from a Vendor who did not have an authorized representative at the Vendor Conference will be rejected.

Additional Comments:

3. **General Overview and Background**

3.1 The Mississippi Insurance Department has been authorized to implement a telemedicine medical health plan for volunteer firefighters and their covered dependents. The goal of the plan is to provide timely primary health care services (Acute, routine, non-recurrent emergent medical conditions) 24/7 to volunteer firefighters and their immediate families.

Additional Comments:

3.2 The benefit to the state is increased availability of firefighters to respond to emergency calls if routine medical conditions can be dealt with promptly. It will minimize time away due to illness and time spent traveling to and awaiting medical care which is not always available in rural areas. It will also serve as an incentive for individuals to volunteer especially as demographic changes decrease the pool of available firefighters and as more people move to urban areas.

Additional Comments:

- 3.3 Services are provided by the vendor; patient contacts care coordinator via personal phone or via video website conference for further contact with a doctor. There is no connectivity to or utilization of State Data Center resources.

Additional Comments:

4. Procurement Project Schedule

Task	Date
First Advertisement Date for RFP	9/3/2015
Second Advertisement Date for RFP	9/10/2015
Deadline for Vendor's Written Questions	3:00 p.m. CST on 9/24/2015
Deadline for Questions Answered and Posted to MID Web Site	10/1/2015
Open Proposals	10/9/2015
Evaluation of Proposals	10/9/2015 - 10/16/2015
Finalist Demonstrations*	10/14/2015 - 10/16/2015
Contract Negotiation	10/16/2015 - 11/5/2015
Proposed Project Implementation Start-up	No Later Than 12/1/2015
Project Go-Live Deadline	1/1/2016

*If deemed necessary by the Evaluation Team, finalists may be required to make a presentation to the Team and staff in Jackson, Mississippi. If a Vendor is selected as a finalist, notification will be provided to you in advance of the scheduled presentation.

5. **Statement of Understanding**

5.1 Vendors may request additional information or clarifications to this RFP using the following procedure:

5.1.1 Vendors must clearly identify the specified paragraph(s) in the RFP that is in question.

Additional Comments:

5.1.2 Vendor must deliver a written document to MID by Tuesday, September 24, 2015 at 3:00 p.m. CST. This document may be delivered by hand, mail, or email. Address information is given on page one of this RFP. **MID WILL NOT BE RESPONSIBLE FOR DELAYS IN THE DELIVERY OF QUESTION DOCUMENTS.** It is solely the responsibility of the vendor that the clarification document reaches MID on time. Vendors will receive verification of MID receipt of their document. Documents received after the deadline will be rejected.

Additional Comments:

- 5.2 All questions will be compiled and answered, and a written document containing all questions submitted and corresponding answers will be posted on the MID web site by close of business on Thursday, October 1, 2015.

Additional Comments:

6. Technical Requirements

- 6.1 If any component(s) necessary for operation of the requested system is omitted from Vendor's proposal, Vendor must be willing to provide the component(s) at no additional cost. This includes, but is not limited to, all cabling, connectors, raceway, etc. necessary to render the configuration fully operational.

Additional Comments:

- 6.2 Contract standards are as follows:

- 6.2.1 Approximate in-person standard of care.

Additional Comments:

6.2.2 Provisions for follow-up care.

Additional Comments:

6.2.3 Arrange referrals to emergency or other third party care as necessary.

Additional Comments:

6.2.4 Timely access 24/7/365 to State Certified Medical Providers for Primary Care Services.

Additional Comments:

6.2.5 Secure.

Additional Comments:

6.2.6 HIPPA compliant.

Additional Comments:

6.2.7 Meet Mississippi medical licensure requirements.

Additional Comments:

6.2.8 No prior in-person requirement.

Additional Comments:

6.2.9 Immediate Dependents of the covered member are included with no additional cost.

Additional Comments:

6.2.10 No controlled medications prescribed.

Additional Comments:

6.2.11 Unlimited Consultations.

Additional Comments:

6.2.12 Quality Assurance Plan.

Additional Comments:

- 6.2.13 Monthly performance assessments no later than the 10th day of the following month which may include aggregated data in accordance with HIPAA.

Additional Comments:

7. Source of Funding

- 7.1 Up to a combined total of \$200,000 annually from the Mississippi Insurance Department would be available from the Municipal Fire Protection Fund (MCA Section 81-3-37) and the County Volunteer Fire Protection Fund (MCA Section 81-3-39). A payment of \$20 from this fund would be made for each volunteer firefighter that participates up to the maximum of \$200,000 assuming equal numbers of county/municipal firefighters apply.

Additional Comments:

- 7.2 Additionally a payment from each subscribing Volunteer Firefighter would be required. This payment would include service for the immediate dependents.

Additional Comments:

- 7.3 There are approximately 13,000 Volunteer Firefighters in the pool of potential participants and participation would be voluntary. This would conceivably raise a minimum of \$200,000, based on 10,000 participants, for the program in addition to the state contribution in Para. 7.1.

Additional Comments:

8. Conditions

- 8.1 Maximum potential pool of 13,000 volunteer firefighters.

.....**Additional Comments:**

- 8.2 If 10,000 firefighters participate with each Individual paying \$20 annually, and MID matches each \$20 with an additional \$20 up to \$400,000 for the contract period of calendar year 2016 would be available. Only the first 10,000 signees will receive the match. Those who enter the contract after that point may still join but must pay the entire fee.

Additional Comments:

- 8.3 Costs submitted in the proposal should be on a per member per month basis. The total aggregate amount of the contract will be negotiated with the successful Bidder(s).

Additional Comments:

9. **Training**

Vendor will provide training in how to access and use the Telemedicine services to the 82 County Fire Coordinators in order to educate Volunteer Firefighters of this service.

Additional Comments:

10. **Quality Assurance & Risk Management**

10.1 Vendor must ensure that plan participants positively acknowledge they are not considered state employees under this telemedicine plan, nor are they provided any legal protections or rights that would be associated with a state employee, that this is a contract between them as private individuals and the Vendor.

Additional Comments:

10.2 Vendor must demonstrate a risk prevention, management and resolution plan to include patient rights, dispute resolution, fraud control, claim tracking/resolution, and indemnification for those justified claims.

Additional Comments:

11. Additional Requirements

MID acknowledges that the specifications within this RFP are not exhaustive. Rather, they reflect the known requirements that must be met by the proposed system. Vendors must specify here what additional components may be needed and are proposed in order to complete each configuration.

Additional Comments:

12. Scoring Methodology

An Evaluation Team composed of MID and other agencies, as well volunteer firefighter representatives, will review and evaluate all proposals. All information provided by the Vendors, as well as any other information available to evaluation team, will be used to evaluate the proposals.

12.1 All proposals received in response to this RFP by the stated deadline will receive a comprehensive, fair, and impartial evaluation. The evaluation of any proposal(s) may be suspended and/or terminated at the MID's discretion at any point during the evaluation process at which it is determined that said proposal(s) and/or proposer(s) fails to meet any of the mandatory requirements as stated in this RFP, the proposal(s) is determined to contain fatal deficiencies to the extent that the likelihood of selection for contract negotiations is minimal, or the MID receives reliable information that would make contracting with the proposer impractical or otherwise not in the best interest of the MID and/or the State of Mississippi.

Additional Comments:

12.2 The Evaluation Team will evaluate the proposals in the following three-phase process:

Additional Comments:

12.H **Compliance Phase** - In this phase of the evaluation process, all proposals received will be reviewed to determine if the following mandatory requirements of this RFP have been satisfied:

12.H1 Proposal submission deadline met.

Additional Comments:

12.H2 Minimum vendor requirements met.

Additional Comments:

12.H3 Required format followed.

Additional Comments:

12.H4 Original proposal, requested number of copies of proposal, and electronic copy properly submitted.

Additional Comments:

12.H5 Signed Statutory Requirement disclosure statement.

Additional Comments:

12.H6 Signed Statement of Compliance with a high degree of acceptance of proposed contract terms.

Additional Comments:

12.H7 Signed Acknowledgement of RFP Amendments (if amendments have been posted).

Additional Comments:

12.H8 Narrative questionnaire answered.

Additional Comments:

12.H9 Duration of proposal requirement met.

Additional Comments:

12.H10 Required proposal attachments provided.

Additional Comments:

- 12.I Failure to comply with the mandatory requirements may result in the proposal being eliminated from further consideration. This phase is a pass/fail evaluation. Those vendors passing the Compliance Phase will be evaluated further. The Board reserves the right to waive minor informalities in a proposal in this phase of the evaluation.

Additional Comments:

- 12.Í **Analysis Phase** - In this phase of the evaluation process, the evaluation committee will judge responses received relative to the following evaluation factors. Areas are listed in order of their relative importance:

- 12.Í .1 Plan for Providing Requested Services – the overall quality of the proposed plan for providing the requested services - the plan should reflect an understanding of the project and its objectives. Consideration will be given to the completeness of the response to the specific requirements of the RFP. **(Critical)**

Additional Comments:

- 12.Í .2 Pricing – the estimated total cost to the Board for the requested services, as compared to competing proposals and assuming all minimum requirements are met. (**Very Important**)

Additional Comments:

- 12.Í .3 Experience and Qualifications – the extent, degree, and context of the vendor’s experience and qualifications (including a record of past performance of similar services with programs of similar complexity as the Board), and the proposer’s ability to provide the required services as reflected/evidenced by qualifications (education, experience, etc.). This also includes evidence that the required personnel, equipment, facilities, and financial resources to perform the services are currently available or demonstrated to be made available at the time of contracting. (**Very Important**)

Additional Comments:

- 12.Î **Finalist Phase** - In this phase of the evaluation process, references will be contacted and service provision verified. During the reference verification, the evaluation committee will seek to verify demonstration of an acceptable level of performance for programs of a similar size and complexity as the MID. This phase may also include finalist presentations if deemed necessary by the MID. Finalist presentations will include technical interviews to be conducted in Jackson, Mississippi, to allow finalists the opportunity to showcase their services. Likewise,

MID staff and consultants may use this opportunity to verify information provided by the proposer in the submitted proposal. The MID may also determine the need to conduct site visits to verify the information provided in the proposal.

Additional Comments:

- 12.ï Subsequent to approval by the MID to enter into contract negotiations with the selected vendor, all proposing vendors will be notified of the contract award.

Additional Comments:

**SECTION VIII
COST INFORMATION SUBMISSION**

1. Cost Proposal.
 - 1.1 This is intended to be a capitation contract. The Vendors shall provide services as defined elsewhere in this RFP at a fixed *price per employee* rate for the contract period (based a monthly cost per firefighter). The rate proposed must be the same for each month of the contract period. The rates shall be inclusive of all costs and services proposed with the Vendor assuming all financial risks. Upon MID request Vendors should be able to break out and list the costs used to determine their proposed rate (e.g., cost by each position, cost of equipment, cost of administration, etc.) using a line by line methodology.
 - 1.2 The rates proposed are to be comprehensive with no additional payments made to the Vendor.
 - 1.3 The rates should include providing the same services to firefighter dependents.
2. Submission.
 - 2.1 Vendors should provide three (3) cost proposals. The cost proposals should be based on providing services, including appropriate staffing, as described above, for a stipulated population each of 13,000, 10,000 and 8,000 firefighters. The stipulated population of 13,000 reflects the expected maximum total population of firefighters during the 2016 calendar year. The lower numbers would reflect the costs in case not all firefighters apply for the services.
 - 2.2 The baseline funding for all services in this RFP is \$400,000 a year based on a rate of \$40.00 per firefighter that reflects 10,000 firefighters applying for the services. The cost estimate is broken down as \$20.00 from the State Municipal/County Volunteer Fire Protection Fund (with a maximum of \$200,000) and \$20.00 from each individual Firefighter.
 - 2.3 In the event the actual population is more or less than 13,000, an adjustment shall be applied to the monthly invoice.

SECTION IX REFERENCES

Please return the following Reference Forms, and if applicable, Subcontractor Reference Forms.

1. References

- 1.1 The Vendor must provide at least three (3) references consisting of Vendor accounts that the State may contact. Required information includes customer contact name, address, telephone number, email address, and engagement starting and ending dates. Forms for providing reference information are included later in this RFP section. The Vendor must make arrangements in advance with the account references so that they may be contacted at the Project team's convenience without further clearance or Vendor intercession.

- 1.2 Any of the following may subject the Vendor's proposal to being rated unfavorably relative to these criteria or removed from further consideration, at the State's sole discretion:
 - 1.2.1 Failure to provide reference information in the manner described;
 - 1.2.2 Inability of the State to substantiate minimum experience or other requirements from the references provided;
 - 1.2.3 Non-responsiveness of references to the State's attempts to contact them; or
 - 1.2.4 Unfavorable references that raise serious concerns about material risks to the State in contracting with the Vendor for the proposed products or services.

- 1.3 References should be based on the following profiles and be able to substantiate the following information from both management and technical viewpoints:
 - 1.3.1 The reference installation must be for a project similar in scope and size to the project for which this RFP is issued;
 - 1.3.2 The reference installation must have been operational for at least six (6) months.

- 1.4 The State reserves the right to request information about the Vendor from any previous customer of the Vendor of whom the State is aware, including the procuring agency and/or other agencies or institutions of the State, even if that customer is not included in the Vendor's list of references, and to utilize such information in the evaluation of the Vendor's proposal.

- 1.5 Unless otherwise indicated in the Evaluation Process in Section VII, reference information available to the State will be used as follows:

- 1.5.1 As documentation supporting mandatory experience requirements for companies, products, and/or individuals, as required in this RFP;
- 1.5.2 To confirm the capabilities and quality of a Vendor, product, or individual for the proposal deemed lowest and best, prior to finalizing the award.
- 1.6 The State reserves the right to forego reference checking when, at the State's sole discretion, the evaluation team determines that the capabilities of the recommended Vendor are known to the State.

2. **Subcontractors**

- 2.1 The Vendor's proposal must identify any subcontractor that will be used and include the name of the company, telephone number, contact person, type of work subcontractor will perform, number of certified employees to perform said work, and three references for whom the subcontractor has performed work that the State may contact. Forms for providing subcontractor information and references are included at the end of this section.
- 2.2 Unless otherwise noted, the requirements found in the References section may be met through a combination of Vendor and subcontractor references and experience. Vendor's proposal should clearly indicate any mandatory experience requirements met by subcontractors. NOTE: The State reserves the right to eliminate from further consideration proposals in which the prime Vendor does not, in the State's sole opinion, provide substantive value or investment in the total solution proposed. (i.e. the State does not typically accept proposals in which the prime Vendor is only a brokering agent.)

REFERENCE FORM

Complete Three (3) Vendor Reference Forms.

Contact Name: _____

Company Name: _____

Address: _____

Phone #: _____

E-Mail: _____

Project Start Date: _____

Project End Date: _____

Description of product/services/project, including start and end dates:

SUBCONTRACTOR REFERENCE FORM

Complete a separate form for each subcontractor proposed.

Contact Name: _____

Company name: _____

Address: _____

Phone #: _____

E-Mail: _____

Scope of services/products to be provided by subcontractor:

Complete Three (3) Subcontractor Reference Forms for each Subcontractor.

Contact Name: _____

Company name: _____

Address: _____

Phone #: _____

E-Mail: _____

Description of product/services/project, including start and end dates:

EXHIBIT A
STANDARD CONTRACT

A properly executed contract is a requirement of this RFP. After an award has been made, it will be necessary for the winning Vendor to execute a contract with MID. The inclusion of this contract does not preclude MID from, at its sole discretion, negotiating additional terms and conditions with the selected Vendor(s) specific to the projects covered by this RFP.

If Vendor cannot comply with any term or condition of this Standard Contract, Vendor must list and explain each specific exception on the *Proposal Exception Summary Form* included in Section V.

EXHIBIT A

MISSISSIPPI INSURANCE DEPARTMENT PERSONAL SERVICES CONTRACT For The Volunteer Firefighter Telemedicine Contract

This Personal Services Contract ("Contract") is made by and between the Mississippi Insurance Department ("MID") whose address is 501 N. West Street, Suite 1001, Woolfolk Building, Jackson, Mississippi 39201 and _____ ("Contractor"), whose address is _____ on the _____ day of _____, 20____ under the following terms and conditions:

1. **Scope of Services.** The Mississippi Insurance Department has been authorized to implement a telemedicine medical health plan with limited benefit coverage by H.B. 1553, 2015 Miss. Session. The goal of the plan is to provide timely primary health care services (Acute, routine, non-recurrent emergent medical conditions) 24/7 to volunteer firefighters and their dependents.

The Contractor will provide services as specified in the MID RFP 151001.

2. **Contract Term.** The period of performance of services under this Contract shall begin on January 1, 2016 and end no later than December 31, 2016, with an option for MID to renew for one year.
3. **Consideration.** As consideration for the performance of this Contract, Contractor shall be paid a fee not to exceed \$400,000.00, as described in MID RFP 151001, Section 7, paragraphs 7 & 8. Contractor shall submit an invoice for approval by the MID within ten (10) days of the last day of each month of the project. The invoice shall include: (a) a reference to this Contract (b) Contractor's tax payer identification number (c) any other details as the MID may reasonably request.
4. **E-Payment.** The Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The MID agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", (MCA Section 31-7-301, et seq.), which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.
5. **Paymode.** Payments by state agencies using the Statewide Accounting System shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Contractor's choice. The State may, at its sole discretion, require the Contractor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. The Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.
6. **Availability of Funds.** It is expressly understood and agreed that the obligation of the MID to proceed under this Agreement is conditioned upon the appropriation of funds by

the Mississippi State Legislature and/or the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the MID, the MID shall have the right upon ten (10) working days written notice to the Contractor, to terminate this Agreement without damage, penalty, cost or expenses to the MID of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination. (MCA Section 27-104-25(3)). MID shall have the sole right to determine whether funds are available for the payments or performances due under this Contract.

7. **Representation Regarding Contingent Fees.** The contractor represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the contractor's bid of proposal.
8. **Representation Regarding Gratuities.** The bidder, offeror, or contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations.
9. **Record Retention and Access to Records.** The Contractor agrees that the MID or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Contractor related to the Contractor's charges and performance under this Agreement. In addition, such records, including, but not limited to, financial records, supporting documents, statistical records and all other records pertinent to the services performed under this Contract shall be maintained and made available to MID, any state agency authorized to audit MID, the federal grantor agency, the Comptroller General of the United States or any of their duly authorized representatives. The Contractor agrees to refund to the MID any overpayment disclosed by any such audit arising out of or related in any way to this contract. All records related to this Agreement shall be kept by the Contractor for a period of three (3) years after final payment under this Agreement and all pending matters are closed, unless the MID authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Contract has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved.
10. **Applicable Law.** The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and venue for resolution of any dispute shall be Jackson, Hinds County, Mississippi. The Contractor shall comply with applicable federal, state, and local laws and regulations. Contractor expressly agrees that under no circumstances shall MID be obligated to pay an attorney's fee, prejudgment interest or the cost of legal action to Contractor. Further, nothing in this Contract shall affect any statutory rights that MID may have and such rights cannot be waived or limited by contract.

11. **Assignment.** The Contractor shall not assign, subcontract or otherwise transfer in whole or in part, its rights or obligations under this Contract without prior written consent of the MID. Any attempted assignment or transfer without said consent shall be void and of no effect.
12. **Compliance with Laws.** The Contractor understands that the MID is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, sex, age, national origin, disability, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Contractor agrees during the term of the agreement that the Contractor will strictly adhere to this policy in its employment practices and provision of services. The Contractor shall comply with, and all activities under this Contract shall be subject to, all MID policies and procedures and all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.
13. **Transparency.** In accordance with the Mississippi Accountability and Transparency Act of 2008, MCA Section 27-104-151, et seq., the American Accountability and Transparency Act of 2009 (P.L. 111-5), where applicable, and MCA Section 31-7-13, where applicable, a fully executed copy of this agreement shall be posted to the State of Mississippi's accountability website at: <https://www.transparency.mississippi.gov>.
14. **Employee Status Verification System.** If applicable, the Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, (MCA Section 71-11-1, et seq.), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Contractor agrees to maintain records of such compliance, and upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. The Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. The Contractor understands and agrees that any breach of these warranties may subject the Contractor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to the Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, the Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.
15. **Independent Contractor.** The Contractor shall perform all services as an Independent Contractor and shall at no time act as an agent for the MID. No act performed or representation made, whether oral or written, by the Contractor with respect to third parties shall be binding on the MID. Neither the Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the MID; and the

MID shall at no time be legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees. It is expressly understood and agreed that MID enters into this Contract with Contractor based on the procurement of professional services and not based on an employer-employee relationship. For all purposes under this Contract, it is understood that the consideration expressed herein constitutes full and complete compensation for all services and performances hereunder, and that any sum due and payable to Contractor shall be paid as a gross sum with no withholdings or deductions being made by MID for any purpose from said Contract sum. Contractor accepts exclusive responsibility for the payment of Federal Income Tax, State tax, Social Security, and any other withholdings that may be required. Contractor represents that it is qualified to perform the duties to be performed under this Contract and that it has, or will secure, if needed, at its own expense, applicable personnel who shall be qualified to perform the duties required under this Contract. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of MID. Any person assigned by Contractor to perform the services hereunder shall be the employee of Contractor, who shall have the sole right to hire and discharge its employee after taking RFP Section III, Para. 13.5 into consideration. MID may, however, direct Contractor to replace any of its employees under this Contract. Contractor will be responsible for the behavior of all its employees and subcontractors while on the premises if any MID location. Any employee or subcontractor of Contractor acting in a manner determined by the administration of that location to be detrimental, abusive or offensive to any of the staff will be asked to leave the premises and may be suspended from further work on the premises. All employees and subcontractors of Contractor who will be working at such locations shall be covered by Contractor's comprehensive general liability insurance policy. Contractor shall pay when due, all salaries and wages of its employees and it accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. Neither Contractor nor its employees are entitled to state retirement or leave benefits.

16. **Termination.** The MID may terminate this Contract with or without cause upon ten (10) days written notice to the Contractor. The Contractor may terminate this Contract with cause upon thirty (30) days written notice to the MID.
17. **Modification or Renegotiation.** This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal, state and/or the MID revisions of any applicable laws or regulations make changes in this Contract necessary.
18. **Procurement Regulations.** The Contract shall be governed by the applicable provisions of the Personal Service Contract Review Board Regulations (www.mspb.ms.gov) and the Mississippi Department of Information Technology Services Procurement Handbook, (www.its.ms.gov/Procurement) whichever is applicable.
19. **Ownership of Documents and Work Papers.** The MID shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, whether completed or in progress, created in connection with the Project which is the subject of this Contract, and are related to overall management of this contract, excepting the Contractor's internal administrative and quality assurance files, internal project correspondence and actual execution of the contract. The Contractor shall deliver such

documents and work papers to the MID upon termination or completion of the Contract. The foregoing notwithstanding, the Contractor shall be entitled to retain a set of such work papers for its files. The Contractor shall be entitled to use such work papers only after receiving written permission from the MID and subject to any copyright protections.

20. **Indemnification.** To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the MID, its officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, and claims for damage arising out of or caused by the Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this Contract.

21. **Insurance.** The Vendor shall maintain, throughout the term of this Contract, at its own expense, professional and comprehensive general liability insurance. Such policy of insurance shall provide a minimum coverage in the amount of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate through an insurance company licensed by the Mississippi Insurance Department. The Vendor shall provide MID a current Certificate of Insurance no later than the first day of contract implementation and annually thereafter.

22. **Third Party Action Notification.** The Contractor shall notify MID in writing within five (5) business days of its receipt of liquidation or receivership proceedings or within five (5) business days of its receipt of notification of any action or suit being filed or any claim being made against Contractor or MID by any entity that may result in litigation related in any way to this Contract and/or which may affect the Contractors performance under this Contract. Failure of the Contractor to provide such written notice to MID shall be considered a material breach of this Contract and the MID may, at its sole discretion, pursue its rights as set forth in the Termination clauses herein and any other remedies it may have at law or in equity.

23. **Notices.** All notices required or permitted to be given under this Contract must be in writing and personally delivered or sent via communications portal established for this project provided that the original of such notice is sent by certified United States mail postage prepaid, return receipt requested, or overnight courier with the signed receipt, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Contractor:

(Insert name)
(Insert title)
(Insert address)

For MID:

Mississippi Insurance Department
Attn: Nancy Stuart
Director of Administration
P. O. Box 79
Jackson, MS 39205

24. **Approval.** It is understood that the Contract is void and no payment shall be made in the event that the Mississippi Insurance Department does not approve this contract, unless said Contract is exempt.
25. **Severability.** If any term or provision of this Contract is prohibited by the laws of this State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Contract shall not be affected thereby and each term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.
26. **Change in Scope of Work.** The Mississippi Insurance Department may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the Commissioner of Insurance and the Contractor.

If the Contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the Mississippi Insurance Department in writing of this belief. If the Commissioner of Insurance believes that the particular work is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

27. **Failure to Enforce.** Failure by the MID at any time to enforce the provisions of the Contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the Contract or any part thereof or the right of the MID to enforce any provision at any time in accordance with its terms.
28. **Conflict of Interest.** Contractor shall notify the MID of any potential conflict of interest resulting from the representation of or service to other clients. If such conflict cannot be resolved to the MID's satisfaction, the MID reserves the right to terminate this Contract.
29. **Sovereign Immunity.** By entering into this Contract with Contractor, the State of Mississippi does in no way waive its sovereign immunities or defenses, as provided by law.
30. **Confidential Information.** Contractor shall treat all MID data and information to which it has access by its performance under this Contract as confidential and shall not disclose such data or information to a third party without specific written consent of MID. In the event that Contractor receives notice that a third party requests divulgence of confidential or otherwise protected and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of such information, Contractor shall promptly inform the MID and thereafter respond in conformity with such subpoena to the extent mandated by state and/or federal laws, rules and regulations. This Article shall survive termination or completion of this Contract and shall continue in full force and effect and shall be binding upon the Contractor and its agents, employees, successors, assigns, subcontractors or any party or entity claiming an interest in this Contract on behalf of, or under the rights of the Contractor following any termination or completion of this Contract.

31. **HIPAA.** Contractor agrees to fully comply with the Health Insurance Portability and Accountability Act of 1996 and its associated regulations and, more specifically, in 45 C.F.R §§ 160 and 164, Standards for Privacy of Individually Identifiable Health Information, Final Rule (The “Final Privacy Rule”), and in 45 C.F.R §§ 160, 162 and 164, Health Insurance Reform: Security standards, Final Rule (*the “Final Security Rule”) collectively referred to as (“HIPAA”) (as amended), as they may be applicable to Contractor.
32. **Business Associate Agreement.** See Business Associate Agreement, Exhibit B, which is hereby incorporated as part of this contract.
33. **Network Security.** Contractor and MID understand and agree that the Mississippi Enterprise Security Policy mandates that all remote access to and/or from the State network must be accomplished via a Virtual Private Network (VPN). If remote access to the state network is required at any time during the life of this Contract, Contractor and MID agree to implement/maintain a VPN for this connectivity. This required VPN must be IPSec-capable (ESP tunnel mode) and will terminate on a Cisco VPN-capable device (I.e. VPN concentrator, PIX firewall, etc.) on the State’s premises. Contractor agrees that it must, at its expense, implement/maintain a compatible hardware/software solution to terminate the specified VPN on the Contractor’s premises. The parties further understand and agree that the State protocol standard and architecture are based on industry-standard security protocols and manufacturer engaged at the time of contract execution. The State reserves the right to introduce a new protocol and architecture standard and require the Contractor to comply with the same, in the event the industry introduces a more secure, robust protocol to replace IPSec/ESP and/or there is a change in the manufacturer engaged.
34. **Force Majeure.** “Force Majeure Event” means any act or event, whether foreseen or unforeseen, that meets all three of the following tests: (a) The act or event prevents a party in whole or in part from performing its obligations under this Addendum; or satisfying any conditions to the performing party’s obligations under this Addendum: (b) The act or event is beyond the reasonable control of and not the fault of the non-performing party; and (c) The non-performing party has been unable to avoid or overcome the act or event by the exercise of due diligence. Notwithstanding anything to the contrary in this Addendum or otherwise, A Force Majeure Event excludes economic hardship, changes in market conditions, or insufficiency of funds. If a Force Majeure Event occurs, the non-performing party is excused from whatever performance is prevented by the Force Majeure Event to the extent prevented and satisfying whatever conditions precedent that cannot be satisfied. When the nonperforming party is able to resume performance of its obligations under this Addendum or satisfy the conditions precedent to the performing party’s obligations, it shall immediately give the performing party written notice to that effect and shall resume performance under this Addendum no later than five (5) working days after the notice is delivered. This provision is the exclusive remedy available to the non-performing party with respect to a Force Majeure Event. (MCA Section 75-2-617)
35. **Suspension and Debarment.** Contractor certifies that he/she is not suspended or debarred or otherwise excluded from, or ineligible for, participation in Federal assistance programs.

36. **Entire Agreement.** This Contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes or replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto.
37. **Work Made for Hire.** Contractor and MID agree that the material produced and/or delivered by the Contractor under this Contract (the "Work") are to be a "work made for hire" under U.S. copyright laws and that the MID owns all right, title, and interest in the Work including the copyright and all trademark, patent, and intellectual property rights. If for any reason the Work would not be considered a work made for hire, the Contractor transfers and assigns to the MID the entire right, title, and interest in the Work including the copyright and all trademark, patent, and intellectual property rights. The Contractor agrees to perform all acts necessary to secure for the MID the rights herein assigned.

The Contractor shall obtain all right, title, and interest from any party who may provide input or material to any portion of the Work so that all intellectual property rights in and to the Work shall belong to the MID.

Contractor warrants that it has the full right, power, and authority to enter into this Contract and to grant the rights granted herein, that it has not previously licensed the Work in whole or in part to any third party, and that use of the Work in whole or in part will not violate any rights of any kind whatsoever of any third party. Contractor agrees to indemnify and hold harmless the MID, its successors and assignees from and against any claims arising out of any breach of any representation or warranty made by the Contractor herein.

This Contract has been entered into and executed by the parties hereto as of the day and year first above written.

MIKE CHANEY
INSURANCE COMMISSIONER
MISSISSIPPI INSURANCE DEPARTMENT

(Insert the name of the Contractor)

EXHIBIT B

**Mississippi Insurance Department
Business Associate Statement For
The Volunteer Firefighter Telemedicine Contract**

EXHIBIT B

MISSISSIPPI INSURANCE DEPARTMENT

BUSINESS ASSOCIATE AGREEMENT

For

THE VOLUNTEER FIREFIGHTER TELEMEDICINE CONTRACT

In the paragraphs that follow under this section, the term "BA Agreement" will refer to this section of the Contract, the term "Business Associate" will refer to the Vendor, and the term "Covered Entity" will refer to the Plan.

The purpose of this BA Agreement is to satisfy certain standards and requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA) and regulations promulgated thereunder by the U.S. Department of Health and Human Services (HHS) (the HIPAA Regulations), certain provisions of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (HITECH), which is Title XIII of the American Recovery and Reinvestment Act of 2009, and other applicable laws,.

The Covered Entity wishes to disclose certain information (Information) to Business Associate pursuant to the terms of the Contract, some of which may constitute Protected Health Information (PHI).

The Covered Entity desires and directs Business Associate to share PHI with other Business Associates of the Covered Entity.

In consideration of mutual promises below and exchange of information pursuant to this BA Agreement, the parties agree as follows:

A. Definitions.

Terms used, but not otherwise defined, in this BA Agreement shall have the same meaning as those terms in the Standards for Privacy of Individually Identifiable Information (the Privacy Rule) and the Security Standards under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). In the event of an inconsistency between the provisions of this BA Agreement and mandatory provisions of the Privacy Rule and or the Security Standards, as amended, the Privacy Rule and/or the Security Standards shall control. Where provisions of this BA Agreement are different than those mandated in the Privacy Rule and/or the Security Standards, but are nonetheless permitted by the Privacy Rule and/or the Security Standards, the provisions of this BA Agreement shall control.

1. Breach. Breach shall be as defined in HITECH and the HIPAA regulations at 45 CFR § 164.402.
2. Business Associate. Business Associate shall have the meaning given to such term under the HIPAA Regulations, including, but not limited to, 45

CFR § 160.103.

3. Covered Entity. Covered Entity shall have the same meaning given to such term under the HIPAA Regulations, including, but not limited to, 45 CFR § 160.103.
4. Designated Record Set. Designated Record Set shall have the same meaning given to such term under 45 CFR § 164.501 and shall mean a group of records maintained by or for the Covered Entity that is the payment, enrollment, claims adjudication and case or medical management record systems maintained by or for the Covered Entity, or used, in whole or in part, by or for the Covered Entity, to make decisions about Individuals.
5. Electronic Media. Electronic Media has the same meaning as the term "electronic media" in 45 in CFR § 160.103, which is:
 - a) Electronic storage material on which data is or may be recorded electronically, including for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or
 - b) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
6. Electronic Protected Health Care Information or (EPHI). EPHI has the same meaning as the term 'electronic protected health care information in 45 CFR § 160.103, and is defined as that PHI that is transmitted by or maintained in electronic media.
7. Individual. Individual shall have the same meaning as the term "individual" in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 § CFR 164.502(g).
8. Privacy Rule. Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 § CFR part 160 and part 164, subparts A and E.
9. Protected Health Information or (PHI). PHI shall have the same meaning as the term "protected health information" in 45 CFR § 164.103.
10. Required By Law. Required By Law shall have the same meaning as the defined term "required by law" in 45 § CFR 164.103.

11. Security Incident has the meaning in 45 CFR § 164.304, which is the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
12. Security Standards shall mean the Security Standards under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) codified at 45 CFR Parts 160 and 164, subparts A & C (Security Rule).
13. Unsecured PHI as defined in HIPAA and the HIPAA regulations at 45 CFR § 164.402, means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of technology or methodology specified by the Secretary in guidance issued under 13402(h)(2) of Public Law 111-5 on HHS website.

B. Obligations and Activities of Business Associate.

1. Compliance with Applicable Laws. Business Associate shall fully comply with the standards and requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (ARRA), including all requirements in Sections 133401, 13404 and 13405, specifically 13404(a), (b) and (c), of the HITECH Act, regulations promulgated thereunder by the U.S. Department of Health and Human Services (the HIPAA Regulations) and other applicable laws as of the date(s) the requirements under these laws become effective for Business Associates.
2. Use and Disclosure of Protected Health Information. Business Associate may use and/or disclose the Covered Entity's PHI received by Business Associate pursuant to this BA Agreement, the Contract, or as required by law, or as permitted under 45 CFR §164.512, subject to the provisions set forth in this BA Agreement. Business Associate may use PHI in its possession for its proper management and administration or to fulfill any of its legal responsibilities. The Covered Entity specifically requests that Business Associate disclose PHI to other Business Associates of the Covered Entity for Health Care Operations of the Covered Entity. The Covered Entity shall provide a list of the affected Business Associates and will request specific disclosures in written format. If any affected Business Associate is no longer under a BA Agreement with the Covered Entity, the Covered Entity shall promptly inform Business Associate of such change.
3. Safeguards Against Misuse of Information. Business Associate shall use appropriate safeguards to prevent the use or disclosure of the Covered Entity's PHI in any manner other than as required by this BA Agreement or as required by law. Business Associate shall maintain a comprehensive written information privacy and security program that includes administrative, technical, and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and

scope of its activities.

4. Reporting of Disclosures. Business Associate shall report to the Covered Entity any use or disclosure of the Covered Entity's PHI in violation of this BA Agreement or as required by law of which the Business Associate is aware, including Breaches of Unsecured PHI as required by 45 CFR §164.410, and agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of the Covered Entity's PHI by Business Associate in violation of this BA Agreement.
5. Business Associate's Agents. Business Associate shall ensure that any agents, including subcontractors, to whom it provides PHI received from (or created or received by Business Associate on behalf of) the Covered Entity agree to be bound to by the same restrictions and conditions on the use or disclosure of PHI as apply to Business Associate with respect to such PHI. Business Associate represents that in the event of a disclosure of PHI to any third party, the information disclosed shall be in a limited data set if practicable and in all other cases the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure or request.
6. Nondisclosure. Business Associate shall not use or further disclose the Covered Entity's PHI otherwise than as permitted or required by this BA Agreement, the Contract, or as required by law.
7. Availability of Information to the Covered Entity and Provision of Access and Accountings. Business Associate shall make available to the Covered Entity such Protected Health Information maintained by the Business Associate in a Designated Record Set as the Covered Entity may require to fulfill the Covered Entity's obligations to provide access to, or provide a copy of, such Designated Record Set as necessary to satisfy the Covered Entity's obligations under 45 CFR § 164.524. Business Associate shall also maintain and make available the information required to provide an accounting of disclosures of Protected Health Information to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR § 164.528.
8. Amendment of PHI. Business Associate shall make the Covered Entity's PHI available to the Covered Entity as the Covered Entity may require to fulfill the Covered Entity's obligations to amend PHI pursuant to HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR § 164.526 and Business Associate shall, as directed by the Covered Entity, incorporate any amendments to the Covered Entity's PHI into copies of such PHI maintained by Business Associate. Business Associate agrees to make any amendment(s) to Protected Health Information that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity. [45 CFR § 164.504(e)(2)(F)]
9. Internal Practices. Business Associate agrees to make its internal

practices, policies, procedures, books, and records relating to the use and disclosure of PHI received from the Covered Entity (or received by Business Associate on behalf of the Covered Entity) available to the Secretary of the U.S. Department of Health and Human Services for inspection and copying for purposes of determining the Covered Entity's compliance with HIPAA and the HIPAA Regulations.

10. Notification of Breach. During the term of this BA Agreement, Business Associate shall notify the Covered Entity following discovery and without unreasonable delay (but in no case later than 60 days) any Breach of Unsecured PHI. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations. Business Associate shall maintain and provide to the Covered Entity the appropriate information to allow the Covered Entity to adhere to Breach notification.
11. Safeguard of EPHI. The Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
12. Subcontractors. The Business Associate will ensure that any agent, including a subcontractor, to whom it provides PHI agrees to implement reasonable and appropriate safeguards to protect it.
13. Notification. The Business Associate will report to the Covered Entity through the Mississippi Insurance Department of any Breach of Unsecured PHI of which it becomes aware, without unreasonable delay, in the following time and manner:
 - a) any actual, successful Security Incident will be reported to the Covered Entity in writing, without unreasonable delay; and
 - b) any attempted, unsuccessful Security Incident, of which Business Associate becomes aware, will be reported to the Covered Entity in writing, on a reasonable basis, at the written request of the Covered Entity. If the Security Rule is amended to remove the requirement to report unsuccessful attempts at unauthorized access, this subsection (ii) shall no longer apply as of the effective date of the amendment of the Security Rule.
14. The information provided to the Covered Entity must include, at a minimum and to the extent possible, the identification of each individual whose Unsecured PHI has been, or is reasonably believed by the Business Associate to have been accessed, acquired, used, or disclosed during the Breach, and the Business Associate shall provide the Covered Entity with any other available information that the Covered Entity is required to include in its notification to the Individual following discovery of a Breach and without unreasonable delay or promptly thereafter as

information becomes available, including:

- a) A brief description of what happened, including the date of the breach, if known, and the date of the discovery of the breach.
 - b) A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
 - c) The steps individuals should take to protect themselves from potential harm resulting from the breach.
 - d) A brief description of what the Business Associate involved is doing to investigate the breach, to mitigate losses, and to protect against any further breaches.
15. Minimum Necessary. Business Associate shall limit its uses and disclosures of, and requests for, PHI (a) when practical, to the information making up a Limited Data Set; and (b) in all other cases subject to the requirements of 45 CFR § 164.502(b), to the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure or request.
 16. Marketing. Business Associate will not sell PHI or use or disclose PHI for purposes of marketing, as defined and proscribed in the Regulations.
 17. Data Aggregation. Business Associate may use PHI in its possession to provide data aggregation services relating to the health care operations of the Covered Entity, as provided for in 45 CFR §164.501.
 18. De-identification of PHI. Business Associate may de-identify any and all PHI, provided that the de-identification conforms to the requirements of 45 CFR § 164.514(b), and further provided that Business Associate maintains the documentation required by 45 CFR § 164.514(b), which may be in the form of a written assurance from Business Associate. Pursuant to 45 CFR § 164.502(d), de-identified information does not constitute PHI and is not subject to the terms of the BA Agreement.

C. Obligations of the Covered Entity

1. Covered Entity's Representatives. The Covered Entity shall designate, in writing to Business Associate, individuals to be regarded as the Covered Entity's representatives, so that in reliance upon such designation Business Associate is authorized to make disclosures of PHI to such individuals or to their designee(s).
2. Restrictions on Use or Disclosure of PHI. If the Covered Entity agrees to restrictions on use or disclosure, as provided for in 45 CFR § 164.522 and the HITECH Act, of PHI received or created by Business Associate regarding an Individual, the Covered Entity agrees to pay Business

Associate the actual costs incurred by Business Associate in accommodating such voluntary restrictions.

3. Limitation on Requests. The Covered Entity shall not request or require that Business Associate make any use or alteration of PHI that would violate HIPAA or HIPAA Regulations if done by the Covered Entity.

D. Audits, Inspection, and Enforcement.

Upon reasonable notice, upon a reasonable determination by the Covered Entity that Business Associate has breached this BA Agreement; the Covered Entity may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this BA Agreement. Business Associate shall promptly remedy any violation of any term of this BA Agreement and shall certify the same to the Covered Entity in writing. The fact that the Covered Entity inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this BA Agreement, nor does the Covered Entity's (i) failure to detect or (ii) detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices constitute acceptance of such practice or a waiver of the Covered Entity's enforcement rights under this BA Agreement. Business Associate shall fully cooperate with the U.S. Department of Health and Human Services, as the primary enforcer of the HIPAA, who shall conduct periodic compliance audits to ensure that both Business Associate and the Covered Entity are compliant.

E. Termination.

1. Material Breach. A breach by Business Associate of any provision of this BA Agreement, as determined by the Covered Entity, shall constitute a material breach of the BA Agreement and shall provide grounds for immediate termination of the BA Agreement and the Contract by the Board pursuant to Section E.2. of this BA Agreement. [45 CFR § 164.504(e)(3)]
2. Reasonable Steps to Cure Breach. If either Party knows of a pattern of activity or practice of the other that constitutes a material breach or violation of that Party's obligations under the provisions of this BA Agreement or another arrangement and does not terminate this BA Agreement pursuant to Section E.1., then that Party shall take reasonable steps to cure such breach or end such violation, as applicable. If the Party's efforts to cure such breach or end such violation are unsuccessful, that Party shall either (i) terminate this BA Agreement if feasible; or (ii) if termination of this BA Agreement is not feasible, the non-breaching Party shall report the other Party's breach or violation to the Secretary of the Department of Health and Human Services. [45 CFR § 164.504(e)(1)(ii)]
3. Judicial or Administrative Proceedings. Either Party may terminate this BA Agreement, effective immediately, if (i) the other party is named as a

defendant in a criminal proceeding for a violation of HIPAA or (ii) a finding or stipulation that the other party has violated any standard or requirement of HIPAA or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

4. Effect of Termination. Upon termination of this BA Agreement and the Contract for any reason, Business Associate shall return or destroy all PHI received from the Covered Entity (or created or received by Business Associate on behalf of the Covered Entity) that Business Associate still maintains in any form, and shall retain no copies of such PHI except for one copy that Business Associate will use solely for archival purposes and to defend its work product, provided that documents and data remain confidential and subject to this BA Agreement, or, if return or destruction is not feasible, it shall continue to extend the protections of this BA Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 CFR § 164.504(e)(2)(I)]

F. Disclaimer.

The Covered Entity makes no warranty or representation that compliance by Business Associate with this BA Agreement, HIPAA or the HIPAA Regulations will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

G. Amendment.

Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this BA Agreement and the Contract may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA Regulations and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that the Covered Entity must receive satisfactory written assurance from Business Associate that Business Associate will adequately safeguard all PHI that it receives or creates pursuant to this BA Agreement. Upon the Covered Entity's request, Business Associate agrees to promptly enter into negotiations with the Covered Entity concerning the terms of an amendment to this BA Agreement and the Contract embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Regulations or other applicable laws. The Covered Entity may terminate this BA Agreement upon 90 days written notice in the event (i) Business Associate does not promptly enter into negotiations to amend this BA Agreement and the Contract when requested by the Covered Entity pursuant to this Section; or (ii) Business Associate does not enter into an amendment to this BA Agreement and the Contract providing assurances regarding the

safeguarding of PHI that the Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA Regulations.

H. Assistance in Litigation or Administrative Proceedings.

Business Associate shall make itself, and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under this BA Agreement, available to the Covered Entity to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Covered Entity, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA Regulations or other laws relating to security and privacy, except where Business Associate or its subcontractor, employee or agent is a named adverse party.

I. No Third Party Beneficiaries.

Nothing expressed or implied in this BA Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

J. Effect on Contract.

Except as specifically required to implement the purposes of this BA Agreement, or to the extent inconsistent with this BA Agreement, all other terms of the Contract shall remain in force and effect.

K. Electronic Health Records (EHR)

If electronic health records are used or maintained with respect to PHI, individuals shall have the right to obtain a copy of such information in "electronic format".

L. No Remuneration for PHI.

Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI, unless it first obtains a valid authorization from the individual whose PHI is being disclosed.

M. Interpretation.

This BA Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, HIPAA Regulations and applicable state laws. The parties agree that any ambiguity in this BA Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA Regulations.

In witness whereof, the parties hereto have affixed on duplicate originals, their signatures on the date indicated below, after first being authorized so to do.

BUSINESS ASSOCIATE:

By: _____

Title: _____

COVERED ENTITY:

Mississippi Insurance Department

By: _____

Mike Chaney

Title: Commissioner of Insurance

EXHIBIT C
FIREFIGHTER VERIFICATION FORM

In order to participate in this program each County Fire Coordinator must certify that the applicant is an actively serving Volunteer Firefighter. Once completed the form must be submitted to the State Fire Coordinator at the Mississippi Insurance Department before the individual will be approved for the program.

EXHIBIT C

**Mississippi Insurance Department
Verification Form for Participation in
Mississippi Volunteer Fire Fighter Telemedicine Program
(H.B. 1553, 2015 Miss. Sess.)**

Section 1. Certification to be completed by County Fire Coordinator

I Do Here by Certify That _____
Printed Name of Applicant (first, middle, last)

Address City State Zip Code

Is In Active Service as A Volunteer Fire Fighter For The Below Listed Municipality, County, Or Fire District In Mississippi.

Signature of Volunteer Fire Chief

Printed Name of Volunteer Fire Chief Name of Department

As County Fire Coordinator, I do here by certify that the above named applicant is actively serving as a Volunteer Fire Fighter.

Signature of County Fire Coordinator

Printed Name of County Fire Coordinator Date Telephone Number

Section 2. To Be Completed by Applicant

I hereby certify that the above statements are true and correct to the best of my knowledge and make application for participation in the Mississippi Volunteer Fire Fighter Telemedicine Program.

Signature of Applicant Date

Printed Name of Applicant